

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

**1. JAMES EASON, an individual,
Plaintiff,**

vs.

**2. LIBERTY MUTUAL
INSURANCE COMPANY, a
foreign corporation, and
3. LM GENERAL INSURANCE,
COMPANY, a foreign
corporation,**

Defendants.

Case No.17-CV-104-CVE-TLW

**JURY TRIAL DEMANDED
ATTORNEY'S LIEN
CLAIMED**

AMENDED COMPLAINT

Plaintiff, James Eason, for his claims of bad faith and breach of contract against Defendants, Liberty Mutual Insurance Company and LM General Insurance Company, alleges and states as follows:

JURISDICTION

1. Eason is a citizen and resident of Tulsa County, State of Oklahoma at all relevant times. Defendants are foreign insurance companies incorporated in and with principal places of businesses in states other than Oklahoma. Defendants do business in and have minimum contacts Tulsa County and Oklahoma.
2. Eason entered into an insurance contract with Defendants providing liability, uninsured motorist, medical payment, collision and comprehensive coverage for Eason 's 2007 Dodge Magnum. Eason's insurance policy stated it was provided and underwritten by LM General Insurance Company, but required claims to

be submitted to Liberty Mutual, and the Liberty Mutual logo was used on his policy.

3. Jurisdiction and venue are proper in this Court because the acts and omissions alleged herein occurred in Tulsa County, Oklahoma.
4. Eason was struck from behind while stopped in his 2007 Dodge Magnum near 27th and Memorial in Tulsa, Oklahoma on March 11, 2016. Eason suffered bodily injury and damages to his 2007 Dodge Magnum in the accident.
5. On May 28, 2016, Eason was in a replacement truck stopped near the intersection of 4th and Sheridan as Rachel Carr led the Tulsa Police Department on a high-speed car chase in a stolen car.
6. Carr suddenly veered across the center line and careened into oncoming traffic.
7. The force of the resultant impact mangled Eason's body and truck.
8. Eason submitted claims for his injuries and property damage to Defendants, which failed to respond.
9. Defendants were required to pay Eason per the insurance policy.
10. Defendants' refusal to pay Eason was unreasonable under the circumstances, because Defendants failed to perform a reasonable investigation and had no reasonable basis for their refusal.
11. Defendants breached their duty of good faith and fair dealing by refusing to pay Eason.
12. Eason was injured as a result of Defendants' breach of their duties.
13. Defendants conduct warrants an award of punitive damages because

Defendants intentionally, recklessly and with actual malice disregarded their duty to deal fairly and act in good faith Eason.

WHEREFORE, Plaintiff demands judgment against Defendants for actual and punitive damages in excess of \$75,000.00, inclusive of costs of this action, interest at the statutorily proscribed rate, a reasonable attorney fee and all other relief this Court deems just and proper.

Respectfully submitted,

STAUFFER & NATHAN, P.C.

s/ Jody R. Nathan
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Jody R. Nathan, OBA No.: 11685
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CERTIFICATE OF SERVICE

I hereby certify that on March 28, 2017, I electronically transmitted Plaintiff's Amended Complaint to the Clerk of Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

William W. O'Connor
Margo E. Shipley

s/ Jody R. Nathan